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tion, may be tried for an offense other than that designated in the requisition before being tried for the latter, or allowed to return to the State which surrendered him.

False Imprisonment—Evidence—Damages.—Sandum et al. v. Wells, 26 S. W. Rep. 1001 (Tex.). When a case of false imprisonment occurs, the sureties of the constable serving the process, are not liable unless it can be definitely proved that he was acting within his special and legal authority. The court held further that the character of the business of the person distrained should also be considered in estimating damages. That the mental suffering endured is a matter of fact for the jury, and no testimony of a witness as to it is admissible. And that the thoroughly honest intent of the constable is admissible as a mitigating cause.

GENERAL CASES.

Action on Note—Joint Liability.—Stevens et al. v. Catlin, 37 N. E. Rep. 1023 (Ill.). Upon the death of one of four joint parties to a promissory note, it was claimed that the surviving promisors could not be sued jointly. The Court held that the death of one did not affect the liability of the remaining parties to the note.

Damages—Materials for Building—Delay in Furnishing—Injury to Building by Rains.—Carnegie, Phipps & Co. (Limited) v. Holt, 58 N. W. Rep. 623 (Mich.). Plaintiffs sold to defendant steel pillars and beams for a building, to be furnished upon "reasonable notice" as ordered by defendant's architect. Defendant sought damages for delay in furnishing such materials, on the ground that this delay postponed the completion of the building until January 1st, and that in December heavy rain-storms filled the basement with water, causing the foundation to sink on one side, and also that the walls being wet the plastering was affected. The Court held that the injury to the building from the rains was too remote to constitute an element of damage, and that the drenching of the building by a December rain-storm was not an ordinary proximate and direct result of plaintiffs' delay, as a rain-storm might have come in any other month as well as in December.

Res Judicata—County Swamp Lands—Validity of Contract.—Wm. Brown Estate Co. v. Wayne Co., 27 S. W. Rep. 322 (Mo.). The Supreme Court, in an action between third parties upon matters involved in a contract for the sale of swamp lands, assumed the contract to be valid. The same court, in a subsequent suit involving the nature of the contract, declared it void. The plaintiff thereupon brought suit to compel its performance, alleging

that, as he had acted upon the belief that the first decision was an affirmation of its validity, he was within the protection of that clause in the Constitution which provides that the obligation of contracts shall not be impaired by any State. Held, that the question as to whether the contract was void or not, was subject to the final determination of the court, a previous assumption of its validity having no effect as against the final decision, and that the plaintiff was not within the protection of the constitutional provision.

Riparian Rights—"High Water Mark"—*Assessment of Benefits*.—*Carpenter et al. v. Board of Commissioners of Hennepin County*, 58 N. W. Rep. 295 (Minn.) An assessment for benefit on lands actually damaged by the proposed "beneficial measure" was held to be void, and the right of the State, in aid of navigation, to maintain the water of a lake up to ordinary "high-water mark" without compensation to riparian owners, turns on the construction of the term "high-water mark." For fresh-water rivers and lakes, "high-water mark" was held to be a line separating land valuable for pasturage and agriculture from that rendered useless by frequent action of the water, a line coördinate in no case with unusual or extraordinary high-water mark.

Roads—*Dedication*—*Prescription*.—*Jones v. Phillips, Road Overseer*, 26 S. W. Rep. 386 (Ark.). The appellee was granted an order restraining the appellant from obstructing a portion of the public road, alleged by him to be under his supervision, to which the appellant excepted and appeals. Although the appellant permitted the public to use the road which was on her soil, the Court could discover no intention or acts on her part to make a dedication. The main contention of the appellee was "that the public had acquired a right by prescription—by continuous, uninterrupted and adverse use for more than a statutory period." Inasmuch as the owners have never ceased to keep gates and fences where it enters the field on either side, they have never ceased to exercise dominion, absolute or qualified.